


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES	
					1	7
2. AMENDMENT/MOD NO. Amendment 4		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO
NASA/Johnson Space Center Attn: BJ5/Jannette R. Bolden 2101 NASA Parkway Houston, TX 77058		CODE		7. ADMINISTERED BY		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)				(9)		9A. AMENDMENT OF SOLICITATION NO NNJ11367009R
				<input checked="checked" type="checkbox"/>		9B. DATED (SEE ITEM 11) 12/30/11
				(10)		10A. MOD. OF CONTRACT/ORDER No
						10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers IS NOT extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;</p> <p>(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or</p> <p>(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
<i>Financial Management</i>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)						
IMPORTANT: Contractor IS required to sign this document and return 4 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>Due to the time remaining before receipt (February 6, 2012) of proposals, the Government will not be able to process any other amendments to the solicitation (to include responses to questions) in time to make the information available to the public prior to receipt of proposals. Therefore, the Government will not accept any more questions.</p>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER			
			N.L. Dawn Alexander			
15B. CONTRACTOR/OFFEROR				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				 (Signature Of Contracting Officer)		1/30/12
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE						
30-105						
STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (48 CFR)						

The purpose of Amendment #4 is to:

- 1) Provide further guidance on the cross reference.
- 2) Post responses to questions received.

**Amendment #4**  
**Johnson Space Center Protective Services Contract (JSCPSC) NNJ11367009R Request for Proposal (RFP) Questions/Answers**

#	Reference	Question/Comment	Response
1.	Amendment #3	Offerors cannot prepare accurate price proposals without seniority lists for union personnel, as many elements of cost (pay and benefits) are directly linked to worker seniority. The unions will not release the seniority lists to offerors without direction to do so from NASA. The offerors will not need Personally Identifiable Information (PII) such as names, dates of birth and social security numbers. Please either provide the seniority lists for the four CBAs and for Exempt and Wage Determination employees, or direct the unions to release the seniority lists (with PII redacted) to the offerors.	Reference Amendment #3
2.		The four CBAs require provision of company sponsored Group/Health Insurance benefits. Offerors cannot prepare accurate price proposals without understanding the elements comprising the benefits plans, so they can be costed. Please either provide the Group/Health Benefit Plans design or direct the unions to provide this information.	The Offeror shall propose a group/health benefit plan in accordance with the terms and conditions of the CBA that reflect their own company policy and management approach.
3.		Please confirm that the incoming JSC & WSTF/WSC contractor will not be liable for severance payment due at the end of the current contract, as specified by the CBAs, resulting from workforce reductions prior to the start of the new contract.	No, the incoming JSC & WSTF/WSC contractor will not be liable for severance payment due at the end of the current contract. The succeeding contractor is responsible for compensating SCA covered employees for no less than the economic term (wage rates and monetary fringe benefit rates) found in the prior contractor's CBA's. However the incoming contractor will be responsible for severance pay on the JSCPSC.
4.		Please confirm that during contract performance, government directed reductions to workforce requirements, would be handled through the Changes clause, FAR 52.243-1, by supplemental agreement. This would make the cost of severance, as defined by the CBAs, recoverable through change proposals in	If the Government makes any scope of work changes to the Performance Work Statement, they will be handled in accordance with FAR Clause 52-243-1, ALT II Changes-Fixed Price.

		compliance with FAR 31.205-6(g) and the CBAs.	
5.	Section J.08, Wage Determination CBA 2005- 3342	<p>The WSTF/WSC Security Services CBA requires scheduling of officers on eight hour shifts, for five consecutive days a week, with two consecutive days off. In addition it requires payment for guard mount and for each hour worked each day in excess of 8 and up to 12 the officer be paid at a premium rate of 1.5 times the rates. Hours in excess of 12 hours in one shift are paid at 2.0 times the rates. The Overtime and double time are applied to the effective rates, which include base pay, premium pay, shift differentials, odd workweek premium, &amp; COLA. However, the NASA RFP requires that the offerors provide 12 hours shifts for 24x7 scheduling. The RFP and the CBA therefore conflict with each other regarding shifts and pay rates. Please resolve the conflicts regarding the following items:</p> <ol style="list-style-type: none"> <li>Is the current contract at WSTF/WSC being performed with one officer per 12 hour shift, therefore 2 officers cover a 24x7 position each day?</li> <li>If yes, please confirm that in order to meet the 12 hour shift requirements of the RFP and still comply with the CBA, officers are paid for the first 8 hours each day at straight time, the next 4 hours at Overtime and any additional time at Double Time. Also clarify if the officers are scheduled to work five days in a row as per the CBA.</li> <li>If not, please remove the 12 hour shift requirement from the RFP to allow the Offerors to schedule the effort in accordance with the CBA and thereby reduce/minimize the Overtime and Double Time pay requirements.</li> </ol>	<ol style="list-style-type: none"> <li>The Government will not disclose the incumbent's technical and management approach on the current contract.</li> <li>and c. - Reference document JSCPSC Final RFP Section J.01 PWS and Section J.08 Wage Determination CBA 2005-3342 (Rev. 2) Agreement between G4S Government Solutions, Inc. White Sands Test Facility and the International Association of Machinists and Aerospace Workers for the requirements of the JSCPSC.</li> </ol>
6.	Amendment #3	While the Pricing templates allow for a Phase-In proposal, no CLIN to propose the Phase-In is provided in Section B. Please clarify where in Section B should the Phase-In price be entered, and revise Section B accordingly.	Section B was updated to include Phase-in. Reference Amendment #3.

7.		<p>The Excel Pricing Model submission requires that in addition to the templates provided the offerors provide any additional spreadsheets needed to justify the proposed costs.</p> <ol style="list-style-type: none"> <li>Please confirm that the offerors can add as many spreadsheet tabs as required to the two templates provided with the RFP instead of supplying additional workbooks.</li> <li>Please confirm that Major Subcontractors can submit their price proposals in sealed packages directly to the Government.</li> <li>Please confirm that Major Subcontractors can use the Phase-In template to provide the Subcontractor's estimates for Phase-In, if not confirm a separate spreadsheet/tab should be provided.</li> <li>Please confirm that Major Subcontractors can submit the labor and summary pricing information on the Summary and Labor templates currently labeled "Required of the Prime Contractor", if not confirm that Subcontractors can provide this information on a separate spreadsheet/tab.</li> </ol>	<ol style="list-style-type: none"> <li>Yes, Offerors can include additional supporting spreadsheets in the tabs.</li> <li>It is acceptable for the major subcontractor to submit their price proposals directly to the CO. To be considered for evaluation, the templates must be received by the due date and time specified in Section L.17.2: Proposal Arrangement, Page Limitation, Copies, and Due Dates, Table L-3: Proposal Copies and Due Dates.</li> <li>No, each Offeror shall provide only one phase-in template that includes the firm-fixed price phase-in cost for the entire team.</li> <li>It is acceptable for an Offeror to submit additional information to support their price proposal. However, Major Subcontractors are not required to submit a Summary Pricing Template and Labor Pricing Template.</li> </ol>
8.		<p>Reference RFP Section L.17.5 e. Since FAR clause 52.222-43 applies to both Department of Labor (DOL) Service Contract Act (SCA) Wage Determinations (WDs) and contractor Collective Bargaining Agreements (CBAs):</p> <ol style="list-style-type: none"> <li>Please confirm that on an annual basis (at the start of CY2, CY3, CY4, and CY5), the awardee will be allowed to submit Requests for Equitable Adjustment (REA) proposals for both revised WDs and CBAs, as applicable.</li> <li>Please confirm that for CBA covered labor categories, (1) the offerors need to price in accordance with the rates provided in the CBAs, (2) when there are no rates applicable to CY2, CY3, CY, &amp; CY5 the rates available for CY 1 should be used in pricing all years, and (3) that REAs to the prices will be allowed at the start of CY2,</li> </ol>	<p>Offerors shall propose rates in accordance with their technical and management approach. Any price adjustments during the period of performance shall be considered by the Government in accordance with FAR Clause 52.222-43.</p>

		<p>CY, 3, CY4, and CY5.</p> <p>c. The WSTF/WSC CBA only contains rates effective 11/1/11, without any out-year rates. Please confirm that, if new CBA rates have been negotiated by contract award/start, in accordance with FAR rules the offerors will be allowed to adjust their prices to reflect the rates effective CY1 (10/1/12-9/30/13) and forward.</p> <p>d. The WSTF/WSC CBA requires a COLA Adjustment to the base pay of the employees every six months (in April and October) if the applicable CPI index is greater than 632.0.</p> <p>1. Please confirm that this is an adjustment allowed to be recovered separate from the annual SCA adjustments, twice yearly, since offerors cannot predict the CPI for future periods.</p> <p>2. If not, please provide further guidance to the offerors so they can price the COLA adjustment properly.</p>	
9.	Amendment #3	<p>Reference response to Question #26 – Does the Facilities Contract Mentioned in paragraph H.5 refer to the CSC contract or the Gilbane Contract.</p>	Computer Science Corporation is the current incumbent of the Facilities contract.
10.	Amendment #3	<p>1. Reference: Answer to Question 22 “A Cross Reference List will be included in the page count for all volumes except for Volume III, Price Proposal”</p> <p>We respectfully request that NASA omits the Cross Reference List from the page counts for each volume. Given the already tight page counts, this will further limit our ability to adequately address all of the requirements of the RFP. Our Cross Reference List for Volume I will be over 10 pages.</p> <p>If the Government will not omit the Cross Reference List from the page count, please clarify which section of Volume 1 the page limit will apply to (i.e. will it be taken out of the Management Plan's 30 page limit, the Contract Phase-In Approach's 15 page limit, the Labor Relations Approach's 5 page limit, etc)? Or should there be a separate Cross Reference List for each Tab of each</p>	<p>Per Section L.17.2(h), a cross reference list shall be included in Volume I with each DRD (008, 009, 010, 018, 022) and in Volume IV in with each Section that tracks the page and paragraph numbers of the Offeror's proposal to the page and paragraph numbers in the Government's instructions. As stated in Amendment #3, the cross reference lists will be included in the page count. A cross reference list included with DRD-012 Safety and Health Plan (which is unlimited) will not be included in the page count.</p>

		section of Volume 1, thereby reducing the page limit of each plan by a few pages?	
11.		The WSTF/WSC Security Services CBA requires scheduling of officers on eight hour shifts and payment for each hour worked each day in excess of 8 and up to 12 at the overtime rate of 1.5. However, the NASA RFP requires that the offerors provide 12 hours shifts for 24x7 scheduling. The NASA clauses (5.1.3 and 5.1.4) are in direct conflict with the CBA and causes significant cost increase to NASA. Please remove the 12 hour shift requirement from the RFP to allow the Offerors to schedule the effort in accordance with the CBA.	Section J.01, PWS, Paragraphs 5.1.3 and 5.1.4 are not in conflict with the CBA. Reference JSCPSC Final RFP, Section J.08 Wage Determination CBA 2005-3342 (Rev. 2) Agreement between G4S Government Solutions, Inc. White Sands Test Facility and the International Association of Machinists and Aerospace Workers.
12.		Reference Government response to question 22 - Proposal Volumes 1 and 4 do not have volume-level page limits. Instead, NASA has established specific limits for each section within the volume. Will the Government specify which section should be reduced to accommodate the Cross Reference Matrix, or is that up to the contractor?	Reference response #10